

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 67	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DS-04-T-0056	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME INA J OHRWASHEL		b. TELEPHONE NUMBER <i>(No Collect Calls)</i> 212-264-0154		6. SOLICITATION ISSUE DATE 05-Aug-2004	
9. ISSUED BY CODE W912DS USA ENGINEER DISTRICT, NEW YORK ATTN:CENAN-CT ROOM 1843 26 FEDERAL PLAZA NEW YORK NY 10278 TEL: 212-264-0238 FAX: 212-264-3013		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561720 SIZE STANDARD:14.0 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>			
				13b. RATING			
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO CODE		SEE SCHEDULE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE				18a. PAYMENT WILL BE MADE BY CODE			
TEL. FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 67	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER		
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (<i>Print</i>)			
			42b. RECEIVED AT(<i>Location</i>)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year Janitorial Services FFP Various Locations in New Jersey (01 September 2004 to 30 June 2005)		Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Base Year (01 Sept 04 - 30 June 05) FFP 31 South Street, Morristown, New Jersey (730 sq ft)	10	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Base Year (1 Sept 04-30 June 05) FFP Unit #2, Franklin Plaza, Rockaway, NJ (1,038 sq ft)	10	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		10	Months		
	Base Year (1 Sept 04-30 June 05)				
	FFP				
	130 Main Street, Hackettstown, NJ (1700 sq ft)				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		10	Months		
	Base Year (1 Sept 04-30 June 05)				
	FFP				
	217 Washington Avenue, Washington, NJ (1295 sq ft)				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		10	Months		
	Base Year-1 Sept-30 June 05				
	FFP				
	554 Bloomfield Avenue, Bloomfield, NJ (3,000 sq ft)				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		10	Months		
	Base Year -1 Sept 04-30 June 05				
	FFP				
	328 Somerset Street, North Plainfield, NJ (2,496 sq ft)				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG		10	Months		
	Base Year -1 Sept 04-30 June 05				
	FFP				
	145 West Main Street, Somerville, NJ (3,000 sq ft)				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH		10	Months		
	Base Year -1 Sept 04 -30 June 05				
	FFP				
	1115 Elizabeth Avenue, Elizabeth, NJ (700 sq ft)				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ	Base Year - Sept 04-30 June 05 FFP 2005-09 Emerson Avenue, Union, NJ (240 sq ft)		Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	1st Option Year - 1 July 05 - 30 June 06 FFP		Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	1st Option Year - 1 July 05-30 June 06 FFP 31 South Street, Morristown, NJ (730 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		12	Months		
OPTION	1st Option Year -1 July 05-30 June 06				
	FFP				
	Unit #2 Franklin Plaza, Rockaway, NJ (1,038 sq ft)				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		12	Months		
OPTION	1st Option Year -1 July 05-30 June 06				
	FFP				
	130 Main Street, Hackettstown, NJ (1,700 sq ft)				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		12	Months		
OPTION	1st Option Year -1 July 05-30 June 06				
	FFP				
	217 Washington Avenue, Washington, NJ (1,295 sq ft)				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE OPTION	1st Option Year -1 July 05-30 June 06 FFP 554 Bloomfield Avenue, Bloomfield, N.J. (3,000 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF OPTION	1st Option Year -1 July 05-30 June 06 FFP 328 Somerset Street, North Plainfield, N.J. (2,496 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG OPTION	1st Option Year -1 July 05-30 June 06 FFP 145 West Main Street, Somerville, NJ (3,000 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH OPTION	1st Option Year -1 July 05-30 June 06 FFP 1115 Elizabeth Avenue, Elizabeth, N.J. (700 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ OPTION	1st Option Year -1 July 05-30 June 06 FFP 2005-09 Emerson Avenue, Union, N.J. (240 sq ft)		Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	2nd Option Year -1 July 06-30 June 07 FFP		Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	2nd Option Year -1 July 06-30 June 07 FFP 31 South Street, Morristown, N.J. (730 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB OPTION	2nd Option Year -1 July 06-30 June 07 FFP Unit #2, Franklin Plaza, Rockaway, N.J. (1,038 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC OPTION	2nd Option Year -1 July 06-30 June 07 FFP 130 Main Street, Hackettstown, NJ (1,700 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		12	Months		
OPTION	2nd Option Year -1 July 06-30 June 07				
	FFP				
	217 Washington Avenue, Washington, NJ (1,295 sq ft)				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE		12	Months		
OPTION	2nd Option Year -1 July 06-30 June 07				
	FFP				
	554 Bloomfield Avenue, Bloomfield, N.J. (3,000 sq ft)				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF		12	Months		
OPTION	2nd Option Year -1 July 06-30 June 07				
	FFP				
	328 Somerset Street, North Plainfield, N.J. (2,496 sq ft)				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG OPTION	2nd Option Year -1 July 06-30 June 07 FFP 145 West Main Street, Somerville, N.J. (3,000 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH OPTION	2nd Option Year - 1 July 06-30 June 07 FFP 1115 Elizabeth Avenue, Elizabeth, N.J. (700 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ OPTION	2nd Option Year -1 July 06-30 June 07 FFP 2005-09 Emerson Avenue, Union, N.J. (240 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Months		
OPTION	3rd Option Year - 1 July 07-30 June 08				
	FFP				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		12	Months		
OPTION	3rd Option Year -1 July 07-30 June 08				
	FFP				
	31 South Street, Morristown, NJ (730 sq ft)				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		12	Months		
OPTION	3rd Option Year -1 July 07-30 June 08				
	FFP				
	Unit #2, Franklin Plaza, Rockaway, NJ (1,038 sq ft)				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC OPTION	3rd Option Year - 1 July 07-30 June 08 FFP 130 Main Street, Hackettstown, NJ (1,700 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD OPTION	3rd Option Year - 1 July 07-30 June 08 FFP 217 Washington Avenue, Washington, N.J. (1,295 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE OPTION	3rd Option Year - 1 July 07-30 June 08 FFP 554 Bloomfield Avenue, Bloomfield, N.J. (3,000 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF OPTION	3rd Option Year - 1 July 07-30 June 08 FFP 328 Somerset Street, North Plainfield, N.J. (2,495 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG OPTION	3rd Option Year - 1 July 07-30 June 08 FFP 145 West Main Street, Somerville, N.J. (3,000 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH OPTION	3rd Option Year - 1 July 07-30 June 08 FFP 1115 Elizabeth Avenue, Elizabeth, N.J. (700 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AJ OPTION	3rd Option Year - 1 July 07-30 June 08 FFP 2005-09 Emerson Avenue, Union, NJ (240 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	4th Option Year - 1 July 08-30 June 09 FFP		Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	4th Option Year - 1 July 08-30 June 09 FFP 31 South Street, Morristown, NJ (&30 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB OPTION	4th Option Year - 1 July 08-30 June 09 FFP Unit #2 Franklin Plaza, Rockaway, NJ (1,038 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC OPTION	4th Option Year - 1 July 08-30 June 09 FFP 130 Main Street, Hackettstown, N.J. (1,700 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD OPTION	4th Option Year - 1 July 08-30 June 09 FFP 217 Washington Avenue, Washington, N.J. (1,295 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE OPTION	4th Option Year - 1 July 08-30 June 09 FFP 554 Bloomfield Avenue, Bloomfield, N.J. (3,000 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF OPTION	4th Option Year - 1 July 08-30 June 09 FFP 328 Somerset Street, North Plainfield, N.J. (2,496 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG OPTION	4th Option Year - 1 July 08-30 June 09 FFP 145 West Main Street, Somerville, N.J. (3,000 sq ft)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH OPTION	4th Option Year - 1 July 08-30 June 09 FFP 1115 Elizabeth Avenue, Elizabeth, N.J. (700 sq ft)	12	Months		

 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AJ OPTION	4th Option Year - 1 July 08-30 June 09 FFP 2005-09 Emerson Avenue, Union, N.J. (240 sq ft)		Months		

 NET AMT

FOB: Destination

TOTAL LINES

TOTAL AMOUNT: BASE YEAR (CLINS 0001AA-0001AJ) _____

TOTAL AMOUNT: OPTION YEAR 1 (CLINS 0002AA-0002AJ) _____

TOTAL AMOUNT: OPTION YEAR 2 (CLINS 0003AA-0003AJ) _____

TOTAL AMOUNT: OPTION YEAR 3 (CLINS 0004AA-0004AJ) _____

TOTAL AMOUNT: OPTION YEAR 4 (CLINS 0005AA-0005AJ) _____

TOTAL AMOUNT FOR: BASE YEARS PLUS OPTION YEARS

(CLINS 0001-0005AJ) _____

REPS & CERTS

In place of Representations and Certifications offerors shall provide the following information. Check the applicable block below to indicate your status:

_____ Small Business (SB) HUBzone _____

_____ Emerging Small Business

_____ Small Disadvantaged Business (**Must be certified at the time of its offer or have a completed SDB application pending at the SBA.**)

_____ 8a

_____ Woman-Owned

_____ Veteran-Owned

_____ Disabled Veteran

_____ TAX ID NR.

_____ CAGE CODE

_____ DUNS #

SCOPE

Specification Guide for Janitorial Services

A. General. Janitorial and cleaning service will normally be provided on a three-day per week schedule.

B. Schedule of Janitorial Services. The following schedule of services should be used as a guide in obtaining services for recruiting facilities:

Work to be Accomplished

Frequency

Dust all surfaces of chairs, desks, cabinets and associated furniture;
empty wastebaskets and remove trash for pickup;
In addition Vendor must make arrangements to remove trash from pavement areas.
vacuum all carpets; clean rest rooms, clean drinking fountain; sweep and spot clean hard
surface floors.

3 times weekly
(Mon., Wed & Fri)

Dust all surfaces to include windowsills, baseboards, woodwork,
radiator/vents, Venetian blinds, etc; vacuum all carpets to include
use of crevice attachment to vacuum corners and edges of carpet;
empty mop and disinfect all rest room fixtures and floors, no rust,

Weekly (Fri)

incrustation or water rings shall exist; water fountain will be cleaned and disinfected and wiped dry; glass doors will be washed and polished removing finger marks and smears; damp mop and buff hard surface floors.

Wash windows (exterior & interior) inside and out; spot wash all partitions to remove finger marks and smudges; damp mop carpet protectors.

Twice monthly
(2nd & 4th Mon.)

Wash, wax and buff hard surface floors; scour trash receptacles; change filters on HVAC units in office; vinyl furniture will be cleaned with appropriate chemical cleaner (not soap & water); metal parts of furniture will be polished; wood furniture will be cleaned with a wood cleaner or polish; upholstered furniture will be vacuumed to remove dust and other particles.

Monthly (4th Fri.)

Wash Venetian blinds, tapes and cords, damp clean fixtures and shields; office partitions will be completely cleaned and dried without leaving streaks; wood paneling will be cleaned with cleaner or polish.

Quarterly (1st week, Dec, Mar, Jun, & Sep)

Shampoo all carpets; removing all dirt and non-Permanent spots or stains (steam clean if required to remove); vinyl/tile floors will be stripped clean and two coats of wax applied and buffed to a high shine; non-wax vinyl floors will be treated with a sealer after being stripped.

Semiannually
(1st week, Oct. & Apr.)

Spot clean carpets to prevent permanent staining; clean entrance and exterior walks of building; cut grass (if applicable); remove snow and ice; furnish toilet supplies, such as toilet tissues, hand soap and towels; supply and replace light bulbs, fluorescent tubes and starters; provide pest control measures and pesticides which conform to local health department regulations to keep premises free from pests and in a tenantable condition.

As required

SECURITY

Background Investigations

Local Background Checks – Most, if not all, Police agencies can provide an individual a document, commonly called a “Letter of Good Conduct,” that indicates whether they have a criminal record in a particular jurisdiction. An individual could go to the police department in the town/county where they reside and simply request the document.

Other Background Checks – There are any number of private companies that conduct pre-employment criminal background checks for employers. This type of check requires the full name of the applicant, social security number, date of birth, and applicant’s address. In some locations a signed release is also required from the applicant.

Non-US Citizen – The Department of Homeland Security has a pilot program that employers can join, at no fee, that allows them to conduct a social security verification check and an immigration check on an alien employee. The program is currently available to employers in six States to include New York. **For more information, please contact the Department of Homeland Security Systematic Alien Verification for Entitlements Program at 1-888-464-4210**

The contractor will be required to provide identification cards to their employees who will provide services in recruiting offices. These identification cards should include as a minimum, the name of the company, a clear legible

employee photograph at least one by one and a quarter (1 ¼) inches, the employees name, signature, date of birth, eye color, sex, height, weight, and the signature, date and phone number of the company representative issuing the card. The identification card should be made tamper proof by laminating it in plastic. The employee will maintain the card on their person and present it to government officials when requested.

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the

date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed

_____.
(End of clause)

WAGE RATES

DETERMINATION NO: 94-2353 REV (19) AREA: NJ, NEWARK

WAGE DETERMINATION NO: 94-2353 REV (19) AREA: NJ, NEWARK		
REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL		
		WASHINGTON D.C. 20210
		Wage Determination No.: 1994-2353
William W.Gross	Division of	Revision No.: 19 sg 8/5/04
Director	Wage Determinations	Date Of Last Revision: 06/05/2003

State: New Jersey

Area: New Jersey Counties of Essex, Hudson, Morris, Sussex, Union

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.82
01012 - Accounting Clerk II	15.11
01013 - Accounting Clerk III	15.32
01014 - Accounting Clerk IV	17.35
01030 - Court Reporter	17.51
01050 - Dispatcher, Motor Vehicle	17.32
01060 - Document Preparation Clerk	14.45
01070 - Messenger (Courier)	11.70
01090 - Duplicating Machine Operator	13.14
01110 - Film/Tape Librarian	15.22
01115 - General Clerk I	11.70
01116 - General Clerk II	13.09
01117 - General Clerk III	14.45
01118 - General Clerk IV	18.34
01120 - Housing Referral Assistant	19.92
01131 - Key Entry Operator I	12.28
01132 - Key Entry Operator II	13.03
01191 - Order Clerk I	13.63
01192 - Order Clerk II	17.61
01261 - Personnel Assistant (Employment) I	14.27
01262 - Personnel Assistant (Employment) II	16.56
01263 - Personnel Assistant (Employment) III	18.70
01264 - Personnel Assistant (Employment) IV	20.22
01270 - Production Control Clerk	18.38
01290 - Rental Clerk	15.92

01300 - Scheduler, Maintenance	16.92
01311 - Secretary I	16.92
01312 - Secretary II	19.21
01313 - Secretary III	19.92
01314 - Secretary IV	23.33
01315 - Secretary V	23.63
01320 - Service Order Dispatcher	17.28
01341 - Stenographer I	17.71
01342 - Stenographer II	19.06
01400 - Supply Technician	23.33
01420 - Survey Worker (Interviewer)	15.85
01460 - Switchboard Operator-Receptionist	13.40
01510 - Test Examiner	19.21
01520 - Test Proctor	19.21
01531 - Travel Clerk I	12.64
01532 - Travel Clerk II	13.72
01533 - Travel Clerk III	14.84
01611 - Word Processor I	13.27
01612 - Word Processor II	14.89
01613 - Word Processor III	16.62
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.03
03041 - Computer Operator I	16.53
03042 - Computer Operator II	17.24
03043 - Computer Operator III	21.11
03044 - Computer Operator IV	23.54
03045 - Computer Operator V	26.08
03071 - Computer Programmer I (1)	19.67
03072 - Computer Programmer II (1)	23.39
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.37
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	16.53
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.38
05010 - Automotive Glass Installer	22.49
05040 - Automotive Worker	22.49
05070 - Electrician, Automotive	22.47
05100 - Mobile Equipment Servicer	20.54
05130 - Motor Equipment Metal Mechanic	24.46
05160 - Motor Equipment Metal Worker	22.49
05190 - Motor Vehicle Mechanic	24.48
05220 - Motor Vehicle Mechanic Helper	19.81
05250 - Motor Vehicle Upholstery Worker	21.52
05280 - Motor Vehicle Wrecker	22.49
05310 - Painter, Automotive	23.62
05340 - Radiator Repair Specialist	22.49
05370 - Tire Repairer	17.92
05400 - Transmission Repair Specialist	24.63
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.40
07010 - Baker	12.59
07041 - Cook I	11.57
07042 - Cook II	12.59

07070 - Dishwasher	9.45
07130 - Meat Cutter	16.37
07250 - Waiter/Waitress	9.98
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	20.95
09040 - Furniture Handler	15.93
09070 - Furniture Refinisher	20.95
09100 - Furniture Refinisher Helper	17.68
09110 - Furniture Repairer, Minor	19.20
09130 - Upholsterer	20.95
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.59
11060 - Elevator Operator	11.57
11090 - Gardener	13.95
11121 - House Keeping Aid I	11.21
11122 - House Keeping Aid II	11.96
11150 - Janitor	12.41
11210 - Laborer, Grounds Maintenance	12.59
11240 - Maid or Houseman	11.21
11270 - Pest Controller	14.02
11300 - Refuse Collector	11.96
11330 - Tractor Operator	14.95
11360 - Window Cleaner	12.22
12000 - Health Occupations	
12020 - Dental Assistant	14.85
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.72
12071 - Licensed Practical Nurse I	10.53
12072 - Licensed Practical Nurse II	16.83
12073 - Licensed Practical Nurse III	18.85
12100 - Medical Assistant	12.98
12130 - Medical Laboratory Technician	14.28
12160 - Medical Record Clerk	13.04
12190 - Medical Record Technician	14.92
12221 - Nursing Assistant I	7.83
12222 - Nursing Assistant II	9.12
12223 - Nursing Assistant III	10.11
12224 - Nursing Assistant IV	11.32
12250 - Pharmacy Technician	12.79
12280 - Phlebotomist	11.30
12311 - Registered Nurse I	17.99
12312 - Registered Nurse II	26.88
12313 - Registered Nurse II, Specialist	26.88
12314 - Registered Nurse III	32.53
12315 - Registered Nurse III, Anesthetist	32.53
12316 - Registered Nurse IV	38.87
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	23.59
13011 - Exhibits Specialist I	19.70
13012 - Exhibits Specialist II	24.34
13013 - Exhibits Specialist III	26.47
13041 - Illustrator I	17.06
13042 - Illustrator II	21.07
13043 - Illustrator III	22.92
13047 - Librarian	26.65
13050 - Library Technician	15.85
13071 - Photographer I	19.12

13072 - Photographer II	19.35
13073 - Photographer III	23.90
13074 - Photographer IV	26.00
13075 - Photographer V	31.05
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.81
15030 - Counter Attendant	8.81
15040 - Dry Cleaner	11.00
15070 - Finisher, Flatwork, Machine	8.81
15090 - Presser, Hand	8.81
15100 - Presser, Machine, Drycleaning	8.81
15130 - Presser, Machine, Shirts	8.81
15160 - Presser, Machine, Wearing Apparel, Laundry	8.81
15190 - Sewing Machine Operator	11.68
15220 - Tailor	12.35
15250 - Washer, Machine	9.64
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.22
19040 - Tool and Die Maker	27.34
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.97
21020 - Material Coordinator	17.74
21030 - Material Expediter	17.74
21040 - Material Handling Laborer	11.22
21050 - Order Filler	12.45
21071 - Forklift Operator	15.63
21080 - Production Line Worker (Food Processing)	16.77
21100 - Shipping/Receiving Clerk	12.89
21130 - Shipping Packer	13.34
21140 - Store Worker I	11.69
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.60
21210 - Tools and Parts Attendant	18.10
21400 - Warehouse Specialist	18.10
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.74
23040 - Aircraft Mechanic Helper	18.78
23050 - Aircraft Quality Control Inspector	26.11
23060 - Aircraft Servicer	20.39
23070 - Aircraft Worker	21.32
23100 - Appliance Mechanic	20.95
23120 - Bicycle Repairer	17.92
23125 - Cable Splicer	28.55
23130 - Carpenter, Maintenance	26.29
23140 - Carpet Layer	20.07
23160 - Electrician, Maintenance	28.33
23181 - Electronics Technician, Maintenance I	15.18
23182 - Electronics Technician, Maintenance II	23.05
23183 - Electronics Technician, Maintenance III	24.00
23260 - Fabric Worker	19.20
23290 - Fire Alarm System Mechanic	23.66
23310 - Fire Extinguisher Repairer	18.55
23340 - Fuel Distribution System Mechanic	23.66
23370 - General Maintenance Worker	17.74
23400 - Heating, Refrigeration and Air Conditioning Mechanic	23.66
23430 - Heavy Equipment Mechanic	23.66
23440 - Heavy Equipment Operator	24.81

23460 - Instrument Mechanic	23.66
23470 - Laborer	12.49
23500 - Locksmith	20.95
23530 - Machinery Maintenance Mechanic	20.80
23550 - Machinist, Maintenance	19.79
23580 - Maintenance Trades Helper	14.62
23640 - Millwright	23.66
23700 - Office Appliance Repairer	20.95
23740 - Painter, Aircraft	20.95
23760 - Painter, Maintenance	24.09
23790 - Pipefitter, Maintenance	25.00
23800 - Plumber, Maintenance	21.98
23820 - Pneudraulic Systems Mechanic	23.66
23850 - Rigger	23.66
23870 - Scale Mechanic	20.07
23890 - Sheet-Metal Worker, Maintenance	22.96
23910 - Small Engine Mechanic	20.07
23930 - Telecommunication Mechanic I	23.66
23931 - Telecommunication Mechanic II	24.58
23950 - Telephone Lineman	23.66
23960 - Welder, Combination, Maintenance	18.97
23965 - Well Driller	23.86
23970 - Woodcraft Worker	23.66
23980 - Woodworker	18.55
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.78
24580 - Child Care Center Clerk	14.82
24600 - Chore Aid	9.69
24630 - Homemaker	18.18
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	23.66
25040 - Sewage Plant Operator	20.95
25070 - Stationary Engineer	23.66
25190 - Ventilation Equipment Tender	17.68
25210 - Water Treatment Plant Operator	20.95
27000 - Protective Service Occupations	
(not set) - Police Officer	28.67
27004 - Alarm Monitor	15.41
27006 - Corrections Officer	24.11
27010 - Court Security Officer	25.03
27040 - Detention Officer	24.11
27070 - Firefighter	27.25
27101 - Guard I	10.89
27102 - Guard II	14.31
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.53
28020 - Hatch Tender	19.53
28030 - Line Handler	19.53
28040 - Stevedore I	17.74
28050 - Stevedore II	19.30
29000 - Technical Occupations	
21150 - Graphic Artist	21.02
29010 - Air Traffic Control Specialist, Center (2)	30.86
29011 - Air Traffic Control Specialist, Station (2)	21.27
29012 - Air Traffic Control Specialist, Terminal (2)	23.44
29023 - Archeological Technician I	17.63

29024 - Archeological Technician II	19.81
29025 - Archeological Technician III	24.47
29030 - Cartographic Technician	24.47
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.80
29040 - Civil Engineering Technician	23.06
29061 - Drafter I	10.77
29062 - Drafter II	19.56
29063 - Drafter III	19.81
29064 - Drafter IV	24.47
29081 - Engineering Technician I	15.65
29082 - Engineering Technician II	17.60
29083 - Engineering Technician III	21.45
29084 - Engineering Technician IV	23.37
29085 - Engineering Technician V	25.55
29086 - Engineering Technician VI	30.52
29090 - Environmental Technician	21.65
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	25.31
29210 - Laboratory Technician	20.41
29240 - Mathematical Technician	24.47
29361 - Paralegal/Legal Assistant I	17.45
29362 - Paralegal/Legal Assistant II	21.79
29363 - Paralegal/Legal Assistant III	23.79
29364 - Paralegal/Legal Assistant IV	27.36
29390 - Photooptics Technician	24.47
29480 - Technical Writer	28.88
29491 - Unexploded Ordnance (UXO) Technician I	19.61
29492 - Unexploded Ordnance (UXO) Technician II	23.73
29493 - Unexploded Ordnance (UXO) Technician III	28.44
29494 - Unexploded (UXO) Safety Escort	19.61
29495 - Unexploded (UXO) Sweep Personnel	19.61
29620 - Weather Observer, Senior (3)	20.72
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.66
29622 - Weather Observer, Upper Air (3)	18.66
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.07
31260 - Parking and Lot Attendant	8.91
31290 - Shuttle Bus Driver	13.38
31300 - Taxi Driver	11.79
31361 - Truckdriver, Light Truck	13.38
31362 - Truckdriver, Medium Truck	15.26
31363 - Truckdriver, Heavy Truck	19.60
31364 - Truckdriver, Tractor-Trailer	19.60
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.51
99030 - Cashier	9.74
99041 - Carnival Equipment Operator	11.85
99042 - Carnival Equipment Repairer	12.37
99043 - Carnival Worker	10.14
99050 - Desk Clerk	11.86
99095 - Embalmer	22.00
99300 - Lifeguard	10.59
99310 - Mortician	24.20
99350 - Park Attendant (Aide)	13.34
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.86
99500 - Recreation Specialist	16.52

99510 - Recycling Worker	14.48
99610 - Sales Clerk	11.29
99620 - School Crossing Guard (Crosswalk Attendant)	10.27
99630 - Sport Official	10.59
99658 - Survey Party Chief (Chief of Party)	18.93
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.21
99660 - Surveying Aide	12.55
99690 - Swimming Pool Operator	15.06
99720 - Vending Machine Attendant	13.18
99730 - Vending Machine Repairer	15.06
99740 - Vending Machine Repairer Helper	13.18

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: 2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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WAGE DETERMINATION NO: 94-2349 REV (19) AREA: NJ,MIDDLESEX

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
DirectorDivision of
Wage DeterminationsWage Determination No.: **1994-2349**

Revision No.: 19 sg 8/5/04

Date Of Last Revision: 06/05/2003

State: New Jersey

Area: New Jersey Counties of Hunterdon, Middlesex, Somerset, Warren

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	10.60
01012 - Accounting Clerk II	14.07
01013 - Accounting Clerk III	15.32
01014 - Accounting Clerk IV	17.63
01030 - Court Reporter	17.51
01050 - Dispatcher, Motor Vehicle	16.53
01060 - Document Preparation Clerk	13.81
01070 - Messenger (Courier)	10.20
01090 - Duplicating Machine Operator	12.97
01110 - Film/Tape Librarian	15.22
01115 - General Clerk I	8.16
01116 - General Clerk II	11.53
01117 - General Clerk III	12.83
01118 - General Clerk IV	16.71
01120 - Housing Referral Assistant	19.92
01131 - Key Entry Operator I	12.28
01132 - Key Entry Operator II	13.07
01191 - Order Clerk I	14.34
01192 - Order Clerk II	18.67
01261 - Personnel Assistant (Employment) I	12.79
01262 - Personnel Assistant (Employment) II	14.38
01263 - Personnel Assistant (Employment) III	18.70
01264 - Personnel Assistant (Employment) IV	20.22
01270 - Production Control Clerk	18.38
01290 - Rental Clerk	15.92
01300 - Scheduler, Maintenance	14.37
01311 - Secretary I	15.19

01312 - Secretary II	19.21
01313 - Secretary III	19.92
01314 - Secretary IV	23.33
01315 - Secretary V	25.94
01320 - Service Order Dispatcher	14.38
01341 - Stenographer I	11.98
01342 - Stenographer II	13.46
01400 - Supply Technician	23.33
01420 - Survey Worker (Interviewer)	14.10
01460 - Switchboard Operator-Receptionist	14.20
01510 - Test Examiner	18.70
01520 - Test Proctor	18.70
01531 - Travel Clerk I	12.64
01532 - Travel Clerk II	13.71
01533 - Travel Clerk III	14.84
01611 - Word Processor I	11.35
01612 - Word Processor II	16.94
01613 - Word Processor III	19.48
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.94
03041 - Computer Operator I	11.89
03042 - Computer Operator II	16.86
03043 - Computer Operator III	18.99
03044 - Computer Operator IV	20.67
03045 - Computer Operator V	22.85
03071 - Computer Programmer I (1)	19.46
03072 - Computer Programmer II (1)	24.10
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.17
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.05
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.01
05010 - Automotive Glass Installer	22.58
05040 - Automotive Worker	22.58
05070 - Electrician, Automotive	23.56
05100 - Mobile Equipment Servicer	20.74
05130 - Motor Equipment Metal Mechanic	24.48
05160 - Motor Equipment Metal Worker	22.58
05190 - Motor Vehicle Mechanic	24.48
05220 - Motor Vehicle Mechanic Helper	19.78
05250 - Motor Vehicle Upholstery Worker	21.67
05280 - Motor Vehicle Wrecker	22.58
05310 - Painter, Automotive	23.56
05340 - Radiator Repair Specialist	22.58
05370 - Tire Repairer	17.20
05400 - Transmission Repair Specialist	24.48
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.94
07010 - Baker	13.18
07041 - Cook I	11.46
07042 - Cook II	13.13
07070 - Dishwasher	9.04
07130 - Meat Cutter	15.95

07250 - Waiter/Waitress	10.54
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	20.16
09040 - Furniture Handler	15.94
09070 - Furniture Refinisher	20.16
09100 - Furniture Refinisher Helper	16.92
09110 - Furniture Repairer, Minor	18.54
09130 - Upholsterer	20.16
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.41
11060 - Elevator Operator	11.44
11090 - Gardener	13.16
11121 - House Keeping Aid I	8.87
11122 - House Keeping Aid II	9.40
11150 - Janitor	11.44
11210 - Laborer, Grounds Maintenance	11.82
11240 - Maid or Houseman	10.70
11270 - Pest Controller	14.98
11300 - Refuse Collector	12.58
11330 - Tractor Operator	13.38
11360 - Window Cleaner	11.44
12000 - Health Occupations	
12020 - Dental Assistant	14.89
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.35
12071 - Licensed Practical Nurse I	12.72
12072 - Licensed Practical Nurse II	14.28
12073 - Licensed Practical Nurse III	15.97
12100 - Medical Assistant	13.22
12130 - Medical Laboratory Technician	14.28
12160 - Medical Record Clerk	11.57
12190 - Medical Record Technician	14.92
12221 - Nursing Assistant I	7.61
12222 - Nursing Assistant II	8.56
12223 - Nursing Assistant III	9.83
12224 - Nursing Assistant IV	10.91
12250 - Pharmacy Technician	12.79
12280 - Phlebotomist	13.26
12311 - Registered Nurse I	19.78
12312 - Registered Nurse II	24.20
12313 - Registered Nurse II, Specialist	24.20
12314 - Registered Nurse III	33.26
12315 - Registered Nurse III, Anesthetist	33.26
12316 - Registered Nurse IV	39.85
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.61
13011 - Exhibits Specialist I	14.51
13012 - Exhibits Specialist II	17.04
13013 - Exhibits Specialist III	18.28
13041 - Illustrator I	14.51
13042 - Illustrator II	17.04
13043 - Illustrator III	18.28
13047 - Librarian	26.42
13050 - Library Technician	13.60
13071 - Photographer I	13.64
13072 - Photographer II	16.02
13073 - Photographer III	17.19

13074 - Photographer IV	21.77
13075 - Photographer V	23.68
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.42
15030 - Counter Attendant	8.42
15040 - Dry Cleaner	10.81
15070 - Finisher, Flatwork, Machine	8.42
15090 - Presser, Hand	8.42
15100 - Presser, Machine, Drycleaning	8.42
15130 - Presser, Machine, Shirts	8.42
15160 - Presser, Machine, Wearing Apparel, Laundry	8.42
15190 - Sewing Machine Operator	11.57
15220 - Tailor	12.33
15250 - Washer, Machine	11.03
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.93
19040 - Tool and Die Maker	24.21
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.09
21020 - Material Coordinator	17.90
21030 - Material Expediter	17.89
21040 - Material Handling Laborer	11.78
21050 - Order Filler	11.56
21071 - Forklift Operator	15.33
21080 - Production Line Worker (Food Processing)	15.33
21100 - Shipping/Receiving Clerk	12.89
21130 - Shipping Packer	11.03
21140 - Store Worker I	11.69
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.60
21210 - Tools and Parts Attendant	15.55
21400 - Warehouse Specialist	16.53
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.95
23040 - Aircraft Mechanic Helper	16.92
23050 - Aircraft Quality Control Inspector	21.77
23060 - Aircraft Servicer	18.54
23070 - Aircraft Worker	19.34
23100 - Appliance Mechanic	22.18
23120 - Bicycle Repairer	17.14
23125 - Cable Splicer	27.76
23130 - Carpenter, Maintenance	25.50
23140 - Carpet Layer	19.95
23160 - Electrician, Maintenance	25.43
23181 - Electronics Technician, Maintenance I	19.70
23182 - Electronics Technician, Maintenance II	20.55
23183 - Electronics Technician, Maintenance III	21.41
23260 - Fabric Worker	19.15
23290 - Fire Alarm System Mechanic	21.63
23310 - Fire Extinguisher Repairer	18.22
23340 - Fuel Distribution System Mechanic	22.55
23370 - General Maintenance Worker	19.34
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.95
23430 - Heavy Equipment Mechanic	20.95
23440 - Heavy Equipment Operator	25.36
23460 - Instrument Mechanic	21.63
23470 - Laborer	13.40

23500 - Locksmith	20.16
23530 - Machinery Maintenance Mechanic	19.37
23550 - Machinist, Maintenance	19.98
23580 - Maintenance Trades Helper	15.08
23640 - Millwright	27.93
23700 - Office Appliance Repairer	22.16
23740 - Painter, Aircraft	24.10
23760 - Painter, Maintenance	23.18
23790 - Pipefitter, Maintenance	24.67
23800 - Plumber, Maintenance	22.88
23820 - Pneudraulic Systems Mechanic	21.63
23850 - Rigger	21.63
23870 - Scale Mechanic	19.95
23890 - Sheet-Metal Worker, Maintenance	20.95
23910 - Small Engine Mechanic	19.34
23930 - Telecommunication Mechanic I	20.95
23931 - Telecommunication Mechanic II	21.77
23950 - Telephone Lineman	20.95
23960 - Welder, Combination, Maintenance	20.92
23965 - Well Driller	22.97
23970 - Woodcraft Worker	21.63
23980 - Woodworker	19.51
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.16
24580 - Child Care Center Clerk	15.01
24600 - Chore Aid	9.74
24630 - Homemaker	17.87
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.62
25040 - Sewage Plant Operator	23.08
25070 - Stationary Engineer	22.62
25190 - Ventilation Equipment Tender	17.15
25210 - Water Treatment Plant Operator	25.15
27000 - Protective Service Occupations	
(not set) - Police Officer	25.95
27004 - Alarm Monitor	14.20
27006 - Corrections Officer	24.11
27010 - Court Security Officer	25.03
27040 - Detention Officer	24.11
27070 - Firefighter	25.49
27101 - Guard I	10.63
27102 - Guard II	11.91
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.03
28020 - Hatch Tender	18.03
28030 - Line Handler	18.03
28040 - Stevedore I	14.25
28050 - Stevedore II	15.56
29000 - Technical Occupations	
21150 - Graphic Artist	21.46
29010 - Air Traffic Control Specialist, Center (2)	30.86
29011 - Air Traffic Control Specialist, Station (2)	21.27
29012 - Air Traffic Control Specialist, Terminal (2)	23.44
29023 - Archeological Technician I	12.25
29024 - Archeological Technician II	13.81
29025 - Archeological Technician III	17.04

29030 - Cartographic Technician	17.81
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.17
29040 - Civil Engineering Technician	17.03
29061 - Drafter I	9.11
29062 - Drafter II	10.57
29063 - Drafter III	14.51
29064 - Drafter IV	17.04
29081 - Engineering Technician I	11.90
29082 - Engineering Technician II	13.81
29083 - Engineering Technician III	18.95
29084 - Engineering Technician IV	22.24
29085 - Engineering Technician V	27.19
29086 - Engineering Technician VI	32.89
29090 - Environmental Technician	20.46
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	23.62
29210 - Laboratory Technician	18.43
29240 - Mathematical Technician	17.04
29361 - Paralegal/Legal Assistant I	14.71
29362 - Paralegal/Legal Assistant II	20.76
29363 - Paralegal/Legal Assistant III	25.33
29364 - Paralegal/Legal Assistant IV	30.72
29390 - Photooptics Technician	18.41
29480 - Technical Writer	32.37
29491 - Unexploded Ordnance (UXO) Technician I	19.61
29492 - Unexploded Ordnance (UXO) Technician II	23.73
29493 - Unexploded Ordnance (UXO) Technician III	28.44
29494 - Unexploded (UXO) Safety Escort	19.61
29495 - Unexploded (UXO) Sweep Personnel	19.61
29620 - Weather Observer, Senior (3)	19.95
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.94
29622 - Weather Observer, Upper Air (3)	17.94
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.07
31260 - Parking and Lot Attendant	8.83
31290 - Shuttle Bus Driver	13.68
31300 - Taxi Driver	11.76
31361 - Truckdriver, Light Truck	13.68
31362 - Truckdriver, Medium Truck	16.45
31363 - Truckdriver, Heavy Truck	22.57
31364 - Truckdriver, Tractor-Trailer	22.57
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.62
99030 - Cashier	9.82
99041 - Carnival Equipment Operator	11.86
99042 - Carnival Equipment Repairer	12.36
99043 - Carnival Worker	10.14
99050 - Desk Clerk	12.05
99095 - Embalmer	20.92
99300 - Lifeguard	10.31
99310 - Mortician	19.13
99350 - Park Attendant (Aide)	12.94
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.78
99500 - Recreation Specialist	13.79
99510 - Recycling Worker	14.66
99610 - Sales Clerk	11.33

99620 - School Crossing Guard (Crosswalk Attendant)	10.68
99630 - Sport Official	10.31
99658 - Survey Party Chief (Chief of Party)	15.83
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.17
99660 - Surveying Aide	9.60
99690 - Swimming Pool Operator	7.93
99720 - Vending Machine Attendant	7.71
99730 - Vending Machine Repairer	10.19
99740 - Vending Machine Repairer Helper	8.38

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: 2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance,

explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.&&&&&&&